

**ORIGINAL****FILED**

Clerk of the Superior Court

SEP 26 2006

By: PATRICIA F. LEGLER, Deputy

**SUPERIOR COURT OF CALIFORNIA****COUNTY OF SAN DIEGO**

**PEOPLE OF THE STATE OF CALIFORNIA, ex  
rel. Timothy J. Swickard, Director, California  
Department of Toxic Substances Control,**

Plaintiff,

v.

**CALENERGY OPERATING CORPORATION, CE  
GENERATION, LLC, MAGMA POWER  
COMPANY, LEATHERS, L.P., DEL RANCH, L.P.,  
ELMORE, L.P., VULCAN/BN GEOTHERMAL  
POWER COMPANY, VULCAN POWER  
COMPANY, SALTON SEA POWER  
GENERATION, L.P., SALTON SEA POWER,  
LLC, and DOES 1-10,**

Defendants.

Case No. GIC851471

~~PROPOSED~~ <sup>th</sup> **FINAL  
JUDGMENT AND  
INJUNCTION PURSUANT  
TO STIPULATION**

Plaintiff, the People of the State of California, ex rel. Maureen F. Gorsen, Director of the California Department of Toxic Substances Control ("Department"), instead and in place of Timothy J. Swickard, the former Director of the Department, and Defendants CalEnergy Operating Corporation, CE Generation, LLC, Magma Power Company, Leathers, L.P., Del Ranch, L.P., Elmore, L.P., Vulcan/BN Geothermal Power Company, Vulcan Power Company, Salton Sea Power Generation, L.P., and Salton Sea Power, LLC (collectively referred to herein as "CalEnergy

1 Defendants”), having consented to the entry of this Final Judgment and Injunction Pursuant to  
2 Stipulation (“Judgment”) prior to the taking of any proof and without trial or adjudication of any fact  
3 or law herein; and

4 The Court having considered the pleadings, which consist of the Complaint, Answer, the  
5 parties’ Stipulation for Entry of Final Judgment (“Stipulation”), and the proposed Final Judgment  
6 and Injunction Pursuant to Stipulation;

7  
8 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** as follows:

9 **JURISDICTION AND VENUE**

10 1. Jurisdiction exists over this matter pursuant to Health and Safety Code sections 25181,  
11 25189 and 25189.2. Venue is proper pursuant to Health and Safety Code section 25183.

12 **APPLICABILITY**

13 2. The provisions of this Judgment shall apply to and be binding upon the CalEnergy  
14 Defendants and their respective officers, directors, agents, receivers, trustees, employees, contractors,  
15 consultants, successors, and assignees, and upon the Department and any successor agency of the  
16 Department that may have responsibility for and jurisdiction over the subject matter of this  
17 Judgment.

18 2.1. The provisions of this Judgment shall apply to all of the following facilities owned and/or  
19 operated by the CalEnergy Defendants:

20 (a) Del Ranch Geothermal Power Plant, a.k.a. A.W. Hoch, located at 7029 Gentry Road,  
21 Calipatria, California 92233 (“Del Ranch Facility”);

22 (b) J. J. Elmore Power Plant, a.k.a. Elmore Power Plant, located at 786 West Sinclair  
23 Road, Calipatria, California 92233 (“Elmore Facility”);

24 (c) Leathers Geothermal Power Plant, located at 342 West Sinclair Road, Calipatria,  
25 California 92233 (“Leathers Facility”);

26 (d) Salton Sea Geothermal Power Plant Units 1 & 2, located at 6920 Lack Road,  
27 Calipatria, California 92233 (“Salton Sea Facility Units 1 & 2”);

28 (e) Salton Sea Geothermal Power Plant Units 3 , 4 & 5, located at 6922 Crummer Road,

1 Calipatria, California 92233 ("Salton Sea Facility Units 3, 4 & 5");

2 (f) Central Services, located at 480 West Sinclair Road, Calipatria, California 92233  
3 ("Central Services Facility"); and

4 (g) Vulcan Geothermal Power Plant, located at 7001 Gentry Road, Calipatria, California  
5 92233 ("Vulcan Facility").

6 2.2. The above-referenced facilities are hereinafter collectively referred to as the "Facilities."  
7

### 8 **INJUNCTION AND SCHEDULE FOR COMPLIANCE**

9 3. **Operation and Maintenance of Surface Impoundments:** Within thirty (30) days from  
10 entry of this Judgment, the CalEnergy Defendants shall implement measures to assure that hazardous  
11 substances or hazardous wastes removed from the surface impoundments identified in Exhibit "B"  
12 to the Stipulation are not leaked, spilled, or otherwise improperly released outside the surface  
13 impoundments and into the environment. These measures shall be documented in a written plan(s)  
14 that is to be kept onsite at each Facility and shall be provided to any person, employee, or contractor  
15 before commencing any removal of residues, hazardous substances or hazardous wastes from the  
16 surface impoundments. The written plan(s) shall be made available to the Department upon request.

17 4. **Imminent and Substantial Endangerment to Public Health or Environment:** Nothing  
18 in this Judgment shall in any way limit the Department's legal authority to direct or order all actions  
19 necessary to protect public health or welfare or the environment or to remedy or prevent an actual  
20 or threatened release of hazardous waste or constituents from the Facilities that could cause an  
21 imminent and substantial endangerment to the public health or to the environment.

22 5. **Assessment and Remediation of Contaminated Areas:** The CalEnergy Defendants  
23 shall, pursuant to Health and Safety Code section 25187, enter into a Corrective Action Consent  
24 Agreement(s) ("CACA") with the Department to implement a Preliminary Endangerment  
25 Assessment ("PEA") and carry out any further investigation and/or remedial action(s) to assure that  
26 any contamination existing near and around Facility surface impoundments, including the tops of  
27 berms and areas down wind from the impoundments, Facility filter cake bay storage areas, Facility  
28 hydro blast pads, and all other Facility areas where hazardous waste releases or disposals were

1 alleged in the Complaint, including: (a) the areas adjacent to the hydro blast pad and adjacent to  
2 pipes containing hazardous waste scale at the equipment yard located at the Leathers Facility (as  
3 alleged in the Fourteenth Cause of Action); (b) the areas near the zinc recovery storage area and  
4 within the filter cake bays located at the Elmore Facility (as alleged in the Twentieth Cause of  
5 Action); (c) the area immediately adjacent to the south side of the hydro blast pad located at the  
6 Salton Sea Facility Units 3, 4 & 5 (as alleged in the Twenty-Sixth Cause of Action); (d) the area  
7 adjacent to the north yard concrete slab at the Salton Sea Facility Units 1 & 2 (as alleged in the  
8 Thirty-First Cause of Action); and (e) the areas near and around the hydro blast pad located at the  
9 Central Services Facility (as alleged in the Thirty-Fourth Cause of Action), are remediated as  
10 required by the Department.

11 5.1. Within thirty (30) days from entry of this Judgment, the CalEnergy Defendants shall  
12 prepare and transmit to the Department written comments on the proposed draft CACA that is  
13 attached hereto as Attachment "A." Within thirty (30) days after receiving the CalEnergy  
14 Defendants' written comments on the draft CACA, the parties shall meet and confer to address the  
15 written comments from the CalEnergy Defendants and finalize the draft CACA. Within sixty (60)  
16 days after receiving the Department's written responsive comments, the CalEnergy Defendants shall  
17 enter into a CACA with the Department pursuant to paragraph 5.

18 5.2. The CalEnergy Defendants shall prepare a PEA workplan in accordance with the terms  
19 of the approved CACA. The CalEnergy Defendants shall implement the PEA workplan approved  
20 by the Department and any further necessary action, as specified in the CACA.

21 6. **Filter Cake:** Within one-hundred eighty (180) days from the entry of this Judgment, the  
22 CalEnergy Defendants shall implement measures approved by the Department to enclose the filter  
23 cake bays at the Elmore and Leathers Facilities by providing doors to minimize the release of filter  
24 cake into the environment. The CalEnergy Defendants shall only utilize filter cake bays at the  
25 Elmore and Leathers Facilities. In the alternative, the CalEnergy Defendants shall replace the filter  
26 cake bays presently in use at the Elmore and Leathers Facilities with containers or trailers capable  
27 of holding the waste material. Within sixty (60) days from the entry of this Judgment, the  
28 CalEnergy Defendants shall submit to the Department for approval a written workplan that identifies

1 the proposed measures and operating procedures required herein, including measures designed to  
2 prevent filter cake from being released or disposed of into the environment during the transfer to  
3 and/or from, or while being stored at, the filter cake bays or in end-dump trailers. The plan shall  
4 provide for the timely cleanup of any filter cake residues that are accidentally released into the  
5 environment. At those Facilities, Del Ranch Facility, Salton Sea Facility Units 1 through 5, Central  
6 Services Facility, and Vulcan Facility, where filter cake is generated and directly conveyed into  
7 trailers, the CalEnergy Defendants shall implement operating procedures approved by the  
8 Department and designed to prevent filter cake from being released into the environment. The  
9 Department shall review and provide comments on the workplan within thirty (30) days of receipt.  
10 The final revised plan shall be provided to the Department within five (5) days after requested by  
11 the Department.

12 7. **Training**: Within sixty (60) days from the entry of this Judgment, the CalEnergy  
13 Defendants shall prepare, implement, and maintain a written training plan and training schedule for  
14 all workers and employees, including contract employees, who are involved with the storing,  
15 handling and removal of hazardous waste. The CalEnergy Defendants shall also ensure that all  
16 employees and contractors and subcontractors operating at any of the Facilities have received the  
17 appropriate hazardous waste management training prior to conducting any work involving hazardous  
18 waste, including, but not limited to, hazardous waste treatment, storage, or disposal, at any Facility.  
19 The training plan and training schedule shall meet the requirements of title 22, California Code of  
20 Regulations, Division 4.5, Chapter 15, Article 2, section 66265.16. The training plan and training  
21 schedule shall be made available upon request by the Department.

22 8. **Environmental Audits**: Within twelve (12) months from the entry of this Judgment, the  
23 CalEnergy Defendants shall conduct and complete the first of two annual environmental audits at  
24 each of the Facilities as specified in this Judgment. The second environmental audit shall be  
25 performed and completed within twenty-four (24) months from the entry of this Judgment. Each  
26 annual environmental audit shall be performed by a qualified person(s) or entity designated by the  
27 CalEnergy Defendants, but shall not be performed by Facility personnel or staff. Each annual  
28 environmental audit shall include, at a minimum, the identification of all hazardous waste streams

1 at each Facility and an analysis of compliance with all applicable statutory and regulatory provisions  
2 promulgated under the California Hazardous Waste Control Law ("HWCL") and the Unified  
3 Hazardous Waste and Hazardous Materials Management Regulatory Program.

4 8.1. The CalEnergy Defendants shall notify the Department and the Imperial County Certified  
5 Unified Program Agency ("Imperial County CUPA") of any discovered violations within twenty-one  
6 (21) days from the date any of the CalEnergy Defendants discover that a violation(s) has, or may  
7 have occurred, or more promptly as otherwise required by applicable state or federal law. Within  
8 thirty (30) days from the completion of each annual environmental audit required by this Judgment,  
9 the CalEnergy Defendants shall notify the Department and the Imperial County CUPA in writing that  
10 the annual environmental audit has been completed. Within five (5) days from a request by the  
11 Department or the Imperial County CUPA, the CalEnergy Defendants shall also provide the  
12 Department and/or the Imperial County CUPA an environmental audit report(s) that describes the  
13 findings, analysis, conclusions, and recommendations resulting from the environmental audits  
14 conducted by or on behalf of the CalEnergy Defendants and the measures taken by the CalEnergy  
15 Defendants to correct any violations.

16 8.2. Violations that are discovered during the course of the two annual environmental  
17 audits required by this Judgment and that are timely reported to the Department as required by  
18 paragraph 8.1, above, will be eligible for waiver of civil penalties issued by the Department. Civil  
19 penalties will be waived by the Department for such violations if all of the following additional  
20 conditions are met as determined solely by the Department:

21 (A) The violation(s) does not result in actual harm to human health or the  
22 environment;

23 (B) The violation(s) does not present an imminent and substantial endangerment to  
24 human health or the environment;

25 (C) The violation(s) is immediately corrected within seventy-two (72) hours, sooner if  
26 otherwise required by law, or within a longer period of time if previously authorized by the  
27 Department; and

28 (D) The violation(s) is promptly reported to the Department and the Imperial County

1 CUPA within twenty-one (21) days from the date any of the CalEnergy Defendants discover that a  
2 violation has, or may have, occurred, or reported within a shorter period of time if otherwise required  
3 by law.

4 If the Department has determined that all of the conditions identified above have been met by  
5 the CalEnergy Defendants, the Department will not recommend to a prosecuting agency that criminal  
6 charges be filed against any of the CalEnergy Defendants if the violation(s) does not demonstrate  
7 or involve: (i) a management practice that concealed or condoned environmental violations and (ii)  
8 knowing or criminally negligent involvement in, or deliberate ignorance of, the violations by  
9 corporate officials or managers.

#### 10 **MONETARY SETTLEMENT REQUIREMENTS**

11 9. **Civil Penalty:** The CalEnergy Defendants shall be jointly and severally liable to the  
12 Department for the total sum of \$910,000.00 as follows: (a) one hundred twenty thousand dollars  
13 (\$120,000.00) of the total payment due to the Department shall be designated as administrative costs  
14 and paid to the Department within thirty (30) days from the date of entry of this Judgment; and (b)  
15 four hundred eighty thousand dollars (\$480,000.00) of the total payment due to the Department shall  
16 be designated as civil penalties due under the Hazardous Waste Control Law, Health and Safety  
17 Code section 25189.2; and (c) three hundred ten thousand dollars (\$310,000.00) shall be designated  
18 and used for Supplemental Environmental Projects ("SEPs") as further identified below. The civil  
19 penalties shall be paid as follows: (1) two hundred forty thousand dollars (\$240,000.00) shall be paid  
20 to the Department within thirty (30) days from the date of entry of this Judgment; and (2) two  
21 hundred forty thousand dollars (\$240,000.00) shall be paid to the Department within one hundred  
22 twenty (120) days from the date of entry of this Judgment. The three hundred ten thousand dollars  
23 (\$310,000.00) designated and used for Supplemental Environmental Projects ("SEPs") shall be  
24 provided in the form described in "Attachment B," which is incorporated into and made a part of  
25 this Judgment, and credited towards the total amount due to the Department in accordance with the  
26 terms and conditions of this Judgment.

27 9.1. In complying with the civil penalty payment requirements, the CalEnergy Defendants'  
28 check(s) shall identify the name and case number "GIC851471" of this matter, be made payable to

1 the "Department of Toxic Substances Control", and shall be delivered to:

2  
3  
4 Department of Toxic Substances Control  
Accounting Office  
5 1001 I Street  
P.O. Box 806  
6 Sacramento, California 95812-0806

7  
8 A photocopy of each check shall be sent to:

9 Kim Wilhelm, Chief  
Statewide Compliance Division  
California Department of Toxic Substances Control  
10 1001 I Street  
P.O. Box 806  
11 Sacramento, CA 95812-0806

12 and

13 Juan M. Jimenez, Sup. HSS  
14 Statewide Compliance Division  
Department of Toxic Substances Control  
15 9174 Sky Park Court  
San Diego, CA 92123

16  
17 10. **Supplemental Environmental Projects**: The Department shall give the CalEnergy  
18 Defendants credit for up to \$310,000.00 of the total payment due to the Department for  
19 Supplemental Environmental Projects ("SEPs") performed by the CalEnergy Defendants as specified  
20 in Attachment B. To receive credit for any of the SEPs specified in Attachment B, the CalEnergy  
21 Defendants must provide the Department with documentation, satisfactory to the Department,  
22 establishing that each of the SEPs was performed in accordance with all of the conditions specified  
23 in Attachment B. The documentation shall include a certification under penalty of perjury from a  
24 responsible company official designated by the CalEnergy Defendants that the SEPs were performed  
25 as described in Attachment B and the documentation provided to the Department, and that monetary  
26 funds were expended in the amount(s) set forth in that documentation.

27 10.1. The Department will give the CalEnergy Defendants credit, on a dollar for dollar basis,  
28 on its final determination that the amount(s) were expended as specified in Attachment B. In the  
event that the SEPs specified in Attachment B are not performed or completed by the CalEnergy

1 Defendants in accordance with the provisions of this Judgment, or if the amount expended by the  
2 CalEnergy Defendants is less than the total amount credited towards SEPs (\$310,000.00), or less  
3 than the specific dollar amount allocated for any of the SEPs specified in Attachment B, the  
4 CalEnergy Defendants shall pay to the Department as civil penalties an amount equal to the  
5 difference between the amount spent, if any, and the amount of credits allowed under this Judgment.  
6 Such payment shall be made to the Department within thirty (30) days of the date(s) of required  
7 completion of the SEPs specified in Attachment B and in accordance with the payment instructions  
8 of this Judgment. The CalEnergy Defendants may, prior to expiration of the time allowed to perform  
9 the SEPs, request an extension of time in writing. The extension request shall include a justification  
10 for the delay. If the Department determines that good cause exists for an extension, it will grant the  
11 request and specify in writing a new compliance schedule. The parties may agree to amend or  
12 otherwise modify Attachment B without court approval.

13 10.2. If the CalEnergy Defendants: (i) incur additional costs implementing some of the  
14 foregoing SEPs beyond that provided for in Attachment B and (ii) at the same time incur less costs  
15 implementing other such SEPs then, the CalEnergy Defendants, with the Department's prior  
16 approval (which shall not be unreasonably withheld), may shift monies from one of the foregoing  
17 SEPs to another, provided that the total SEPs credit does not exceed \$310,000.00, the total amount  
18 allocated for SEPs as set forth in Attachment B.

19  
20 **ADDITIONAL STIPULATED PENALTIES**

21 **FOR FAILURE TO COMPLY WITH PAYMENT SCHEDULE**

22 11. If the CalEnergy Defendants fail to meet the payment deadline for the monetary civil  
23 penalty set forth in paragraph 9 of this Judgment, the CalEnergy Defendants shall be obligated to pay  
24 the Department an additional amount of five hundred dollars (\$500.00) per day, for each day  
25 following the payment deadline during which the CalEnergy Defendants have not paid the amount  
26 owed.

27 **OTHER PROVISIONS**

28 12. **Retention of Jurisdiction.** The Court shall retain jurisdiction of this matter to implement

1 this Judgment.

2       13. **Enforcement of Judgment.** Either party may, by motion or order to show cause before  
3 the Superior Court of San Diego County, enforce the terms and conditions contained in this  
4 Judgment. Where a failure to comply with this Judgment constitutes future violations of the  
5 Hazardous Waste Control Law, Health and Safety Code section 25100 et seq., or other laws,  
6 independent of this Judgment and/or those alleged in the Complaint, the Department is not limited to  
7 enforcement of this Judgment, but may seek in another action, subject to satisfaction of any  
8 procedural requirements, including notice requirements, whatever fines, costs , fees, penalties or  
9 remedies are provided by law for failure to comply with the Hazardous Waste Control Law or other  
10 laws. However, the rights of the CalEnergy Defendants to defend themselves in law or equity shall  
11 not be abrogated or reduced in any fashion by the terms of the paragraph and the CalEnergy  
12 Defendants shall be entitled to raise any and all applicable defenses, rights and remedies.

13       14. **Modification.** This Judgment may be modified from time to time by express written  
14 agreement of the parties, with the approval of the Court, or by an order of this Court in accordance  
15 with law.

16       15. **Entry of Judgment.** The Clerk of the Court is ordered to enter this Judgment.

17 **IT IS ORDERED, ADJUDGED AND DECREED.**

18 Dated: September 26, 2006

19 Original signed by Patricia Yim Cowett  
20 Judge of the Superior Court  
21 Patricia Yim Cowett  
22  
23  
24  
25  
26  
27  
28

# **ATTACHMENT “B”**

## **Attachment B**

### **Supplemental Environmental Projects (SEPs)**

**1. Equipment to handle Hazardous Materials for use by the "Imperial Valley Hazardous Emergency Assistance Team" (IVHEAT) in responding to the release of hazardous materials and hazardous wastes in Imperial County.**

Total Allocated Amount: \$36,924

SEP Description:

Subject to the approval and entry by the Court of the parties' proposed final Judgment pursuant to stipulation and the following additional terms and conditions, CalEnergy shall be entitled to a SEP credit for up to thirty six thousand nine hundred and twenty four dollars (\$36,924) for the purchase of, but not limited to:

1.	6	Chemical Suit Level A	\$1,703 each	\$10,218
2.	6	Chemical Suit Level B	\$ 350 each	\$ 2,100
3.	6	Chemical Suit Level C	\$ 85 each	\$ 510
4.	1	Pressure Test Kit	\$ 1,161 each	\$ 1,161
5.	3	Rapid Intervention Kit	\$ 300 each	\$ 900
6.	1	Skid Stretcher	\$ 521 each	\$ 521
7.	3	AIM Pilot Gas Detector	\$ 1,217 each	\$ 1,217
8.	12	Carbon Monoxide Detectors	\$ 199 each	\$ 2,388
9.	15	Smart Strips (Chemical)	\$ 20 each	\$ 300
10.	15	Smart Strips (Nerve Agent)	\$ 6 each	\$ 90
11.	1	Decon Decking Kit	\$ 2,151 each	\$ 2,151
12.	1	Manifold	\$ 342 each	\$ 342
13.	50	Foam (gallons)	\$ 49 each	\$ 2,450
14.	20	Upgrades for SCBA	\$ 500 each	\$10,000
15.		Tax		<u>\$ 2,576</u>
			Total	\$36, 924

Additional Terms and Conditions:

- The equipment shall be donated to the IVHEAT. The IVHEAT shall determine how the equipment can best be used in preparing for, or responding to, any hazardous emergency response incident(s).
- The IVHEAT shall own the equipment and shall solely be responsible for all costs related to the ongoing maintenance and repair of the equipment.

Completion Date:

Within ninety (90) days from the date of entry of the final Judgment, CalEnergy shall enter into the necessary contracts for the purchase of the equipment and upon receipt, promptly make said equipment available for use.

**2. “Classroom EARTH” Environmental Awareness Training Fund for the Brawley Boys and Girls Club to provide training for Imperial County children**

Total Allocated Amount: \$10,000.00

SEP Description:

Subject to the approval and entry by the Court of the parties' proposed final Judgment pursuant to stipulation and the following additional terms and conditions, CalEnergy shall be entitled to a SEP credit for up to ten thousand dollars (\$10,000.00) for the support of the Environmental Awareness Training Program referred to as “Classroom EARTH” operated and presented by the Brawley Boys and Girls Club for children residing in Imperial County, California.

Additional Terms and Conditions:

- The primary objective of the training shall be to inform and educate the children and their families in the community about the various types of species, including wildlife, indigenous to the area, the impact on these and other species the presence of industrial, farming and residential activity can have on our environment.

Completion Date:

- The training project will start in 2007. All training sessions will conclude no later than December 31, 2007
- The training courses must be presented by qualified instructors. The classes will be free to attendees and shall include information on the identification of hazardous waste, the laws associated with hazardous waste management, pollution prevention strategies, and sources of additional information.

**3. Equipment to support the maintenance and help sustain the viability of the Sonny Bono Salton Sea National Wildlife Refuge in Calipatria California.**

Total Allocated Amount: \$116,100.00

SEP Description:

Subject to the approval and entry by the Court of the parties' proposed final Judgment pursuant to stipulation and the following additional terms and conditions, CalEnergy shall be entitled to a SEP credit for up to one hundred sixteen thousand one hundred dollars (\$116,100) for the purchase of but not limited to:

1. Case 521D (119 HP) front-end loader (\$68,000)
2. Diamondback Airboat delivered (\$40,000)
3. Tax (\$ 8,100)

Additional Terms and Conditions:

- The equipment shall be donated to the Sonny Bono Salton Sea National Wildlife Refuge. The Sonny Bono Salton Sea National Wildlife Refuge shall determine how the equipment can best be used.
- The Sonny Bono Salton Sea National Wildlife Refuge shall own the equipment and shall solely be responsible for all costs related to the ongoing maintenance and repair of the equipment.

Completion Date:

Within ninety (90) days from the date of entry of the final Judgment, CalEnergy shall either: (a) enter into the necessary contracts for the purchase of the equipment and upon receipt, promptly make said equipment available for use, or (b) provide the Sonny Bono Salton Sea National Wildlife Refuge with (i) the designated funds for the purchase of the equipment and (ii) a condition upon the use of the funds that they be spent only for a Case 521D (119 HP) front-end loader, Diamondback Airboat (delivered), and the necessary taxes attendant thereto. If for any reason the Refuge objects to this condition, CalEnergy shall inform the Department and shall obtain the written agreement of the Department before agreeing to any different use of the funds. If CalEnergy and the Department do not reach agreement on a different use for the designated sum within ten (10) business days from the date the Department is notified of the objection, CalEnergy shall pay the Department the designated amount as civil penalties pursuant to the Final Judgment and Injunction Pursuant to Stipulation, paragraph 10.1.

**4. Hazardous Incident Response Committee (HIRC)  
“HIRC Environmental Compliance Training Fund”**

Total Allocated Amount: \$15,000.00

SEP Description:

Subject to the approval and entry by the Court of the parties' proposed final Judgment pursuant to stipulation and the following additional terms and conditions, CalEnergy shall be entitled to a SEP credit for up to fifteen thousand dollars (\$15,000.00) for the creation of a training fund used to provide Federal, State and local agency personnel training in hazardous waste management practices and emergency response.

Additional Terms and Conditions:

- Within thirty (30) days from the date of entry of the final Judgment, CalEnergy shall create a fund entitled the, "HIRC Environmental Compliance Training Fund" (Fund) for the express purpose of providing Federal, State and local agency personnel training in hazardous waste management practices and emergency response. CalEnergy shall deposit the sum of fifteen thousand dollars (\$15,000.00) into the Fund and the accounting shall be administered by CalEnergy.
- The monies within the Fund will be authorized for disbursement through the HIRC and disbursed by check by CalEnergy to the recipients as designated by the HIRC. The HIRC will authorize the disbursement of monies by CalEnergy from the Fund by a majority vote of the members.

Date:

CalEnergy shall make the \$15,000.00 contribution to the Fund within thirty (30) days from the approval and entry by the Court of the parties' final Judgment.

**5. Earth Day Fund for Imperial Valley Regional Occupational Program (IVROP)**

Total Allocated Amount: \$10,000.00

SEP Description:

Subject to the approval and entry by the Court of the parties' proposed final Judgment pursuant to stipulation and the following additional terms and conditions, CalEnergy shall be entitled to a SEP credit for up to ten thousand dollars (\$10,000.00) for the creation of a Earth Day fund to provide increase in community awareness and encourage community involvement in a variety of programs to improve our environment.

Additional Terms and Conditions:

- Within thirty (30) days from the date of entry of the final Judgment, CalEnergy shall create a fund entitled the, "IVROP Earth Day Fund" (Fund) for the express purpose of providing funding to increase community awareness and encourage community involvement in a variety of programs to improve our environment. CalEnergy shall deposit the sum of ten thousand dollars (\$10,000.00) into the Fund and the accounting shall be administered by CalEnergy.
- The monies within the Fund will be authorized for disbursement through the IVROP and disbursed by check by CalEnergy to the recipients as designated by the IVROP. The IVROP will authorize the disbursement of monies by CalEnergy from the Fund by a majority vote of the board members.

Date:

CalEnergy shall make the \$10,000.00 contribution to the Fund within thirty (30) days from the approval and entry by the Court of the parties' final Judgment.

**6. Purchase of one photovoltaic cell (of thirteen total cells to be installed) for the Imperial County Office of Education to reduce the Board's reliance on traditional fossil fuel energy and for use as an educational tool for the entire school district.**

Total Allocated Amount: \$111,976

SEP Description:

Subject to the approval and entry by the Court of the parties' proposed final Judgment pursuant to stipulation and the following additional terms and conditions, CalEnergy shall be entitled to a SEP credit for up to one hundred eleven thousand nine hundred seventy-six dollars (\$111,976) for the purchase of one photovoltaic cell at the cost of \$102,000 plus tax. The project when completed will consist of thirteen photovoltaic, 39 foot square "trees" that will provide shade for 104 parking spaces with the potential to generate 221,000 watts of solar energy.

Additional Terms and Conditions:

- The Imperial County Office of Education shall own the equipment and shall solely be responsible for all costs related to the installation and ongoing maintenance and repair of the equipment.

Completion Date:

Within ninety (90) days from the date of entry of the parties' final Judgment, CalEnergy shall either (a) enter into a contract for the purchase of said photovoltaic cell and then notify the Imperial County Office of Education of the vendor's location and the steps to be taken to have the equipment installed, or (b) provide the Imperial County Office of Education with (i) the designated funds for the purchase of said photovoltaic cell and (ii) a condition upon the use of the funds that they be spent only for the purchase of said photovoltaic cell. If for any reason the Imperial County Office of Education objects to this condition, CalEnergy shall inform the Department and shall obtain the written agreement of the Department before agreeing to any different use of the funds. If CalEnergy and the Department do not reach agreement on a different use for the designated sum within ten (10) business days from the date the Department is notified of the objection, CalEnergy shall pay the Department the designated amount as civil penalties pursuant to the Final Judgment and Injunction Pursuant to Stipulation, paragraph 10.1.

**7. Cal EPA Environmental Education Account to support the Education and the Environment Initiative.**

Total Allocated Amount: \$10,000.00

SEP Description:

Subject to the approval and entry by the Court of the parties' proposed final Judgment pursuant to stipulation and the following additional terms and conditions, CalEnergy shall be entitled to a SEP credit for up to ten thousand dollars (\$10,000.00) for the creation of a training fund used to provide Federal, State and local agency personnel training in hazardous waste management practices and emergency response.

Completion Date:

CalEnergy shall make the \$10,000.00 contribution to the Environmental Education Account care of Andrea Lewis at Cal EPA, 1001 I Street Sacramento, CA 95826 within thirty (30) days from the approval and entry by the Court of the parties' final Judgment.

**8. Movement of Funds Between SEPs**

If CalEnergy (i) incurs additional costs implementing some of the foregoing SEPs beyond that provided for in this Attachment B and (ii) at the same time incurs less costs implementing other such SEPs then, CalEnergy, with the Department's prior approval (which shall not be unreasonably withheld), may shift monies from one of the foregoing SEPs to another, provided that the total SEPs credit does not exceed \$310,000.00.

This Final Judgment and Injunction Pursuant to Stipulation posted on DTSC's website does not include all attachments from the original document. If you need copies of a specific attachment, please contact the DTSC project manager Roger Vintze at [rvintze@dtsc.ca.gov](mailto:rvintze@dtsc.ca.gov).